



CANCELED - MEETING AGENDA - iLEAD Agua Dulce Board

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all of the Board members shall be available for public inspection at the main office of the school between 9:00 am and 3:30 pm.

Meeting

Meeting Date	Tuesday, November 9, 2021
Start Time	5:00 PM
End Time	6:30 PM
Location	Address: 11311 Frascati Street, Agua Dulce, CA 9190 Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting

Agenda

1. Opening Items

1.1. Call The Meeting To Order	(5:00 PM - 5:00 PM)
1.2. Roll Call	(5:00 PM - 5:00 PM)
1.3. Pledge Of Allegiance	(5:00 PM - 5:00 PM)
1.4. Approve Agenda	(5:00 PM - 5:00 PM)
Due date: 11/9/2021	
1.5. Approve Minutes	(5:00 PM - 5:00 PM)
Due date: 11/9/2021	
Documents	
• Minutes-2021-10-26-v3.pdf	

2. Curriculum Moment

2.1. Curriculum Moment	(5:00 PM - 5:00 PM)
5th Grade learners will be presenting their upcoming project.	

3. Public Comments

3.1. Public Comments	(5:00 PM - 5:00 PM)
The public may address the iLEAD Agua Dulce governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.	



4. Consent Items

4.1. Check Register

(5:00 PM - 5:00 PM)

Due date: 11/9/2021

Documents

- iAD Payment Register 20211104.pdf

4.2. AB 361 Emergency Legislation Regarding Brown Act

(5:00 PM - 5:00 PM)

Request approval of required Analysis of AB 361 Emergency Legislation regarding the ability of the Board and public to meet safely in person given measures to promote social distancing.

Due date: 11/9/2021

Documents

- iLEAD AD - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.pdf

5. Discussion And Reports

5.1. School Director Report

(5:00 PM - 5:00 PM)

Site Director, Lisa Latimer, will present her report to the Board.

5.2. Covid-19 Update

(5:00 PM - 5:00 PM)

The Board and staff will review latest legislation, processes, and safety measures around COVID - 19.

6. Action Items

6.1. Revised iCA Special Education MOU

(5:00 PM - 5:00 PM)

Request approval of iCA Special Education with the removal of Counselors who work directly for the schools and are not a shared resource.

Due date: 11/9/2021

Documents

- 21-22 SPED RESOURCE SHARING (2).pdf

7. Revised 2021-2022 Budget

(5:00 PM - 5:00 PM)

Request approval of the revised 2021-2022 budget based on current enrollment, revenue, and expenditures.

Due date: 11/9/2021

8. Board Comments

8.1. Board Comments

(5:00 PM - 5:00 PM)

9. Closing Items

9.1. Board Retreat Dates January 28th & 29th

(5:00 PM - 5:00 PM)



The annual iLEAD Board Retreat is scheduled for January 28th & 29th.

9.2. Next Meeting Date Dec 7, 2021 at 5PM

(5:00 PM - 5:00 PM)

Our last meeting of the 2021 year is scheduled for December 7th at 5PM.

10. Adjournment

(5:00 PM - 5:00 PM)

Please note: items on the agenda may not be addressed in the order they appear. The Board of Directors may alter the order at their discretion.

- **Board Room Accessibility:** The Board of Directors encourage those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the office at least 48 hours before the scheduled Board of Directors meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132).]

The Secretary of the Board of Directors, hereby certifies that this agenda was publicly posted 72 or 24 hours prior to the meeting as required by law.



MEETING MINUTES - iLEAD Agua Dulce Board

Meeting

Date	Tuesday, October 26, 2021
Started	5:02 PM
Ended	6:28 PM
Location	Address: 11311 Frascati Street, Agua Dulce, CA 9190 Zoom Meeting: https://zoom.us/j/5395735793 Meeting ID: 539 573 5793 Dial in Number: 1-669-900-6833
Purpose	Regular Scheduled Meeting
Chaired by	Christine Johnson
Recorder	Nicole Higdon

Minutes

1. Opening Items

1.1. Call The Meeting To Order

The meeting was called to order at 5:02PM.

Status: Completed

1.2. Roll Call

Christine Johnson - Present

Lester Mascon - Present

Susan Slates - Present

Kurt Knechtel - Present

Mary Johnson - Absent

Status: Completed

1.3. Pledge Of Allegiance

The Pledge of Allegiance was recited.

Status: Completed

1.4. Approve Agenda

Motion: Susan Slates

Seconded: Kurt Knechtel

Absent: Mary Johnson

Unanimously Approved

Due date:



Status: Completed

1.5. Approve Minutes

Motion: Lester Mascon

Seconded: Kurt Knechtel

Absent: Mary Johnson

Unanimously Approved

Due date:

Status: Completed

Documents

- Minutes-2021-09-07-v2.pdf
-

2. Curriculum Moment

2.1. Curriculum Moment

An 8th grade representative will discuss their recent POL.

A 7th grade representative spoke about their most recent POL and the design thinking that went into constructing monuments representing the 5 Pillars of iLEAD.

Status: Completed

3. Public Comments

3.1. Public Comments

The public may address the iLEAD Agua Dulce governing board regarding any item within the Board's jurisdiction whether or not that item appears on the agenda during this time. If you wish to address the Board, please complete a public comment card. Comments for the public will be limited to 3 minutes.

3 iLEAD Moms addressed the Board via Zoom & one addressed the Board in person.

Amy Murchland spoke requesting freedom of choice for families when it comes to vaccines and mask mandates.

Amy Klipstine spoke thanking the iLEAD AD staff for keeping their children safe.

Anita Sheers spoke saying that while she understands the frustration with mandates, that there is still too much unknown. She lost her husband to Covid last January & emphasized that people are still dying and we need to do what we need to do.

In person was Tina Diem.

Tina Diem spoke stating that she has a doctorate degree and understands the need for mandates. She also expressed the hard times her and her family went through during Covid. She thanked the iLEAD staff for showing up for the kids everyday through this very hard time.

Status: Completed

4. Consent Items



4.1. Personnel Report

Motion: Susan Slates

Seconds: Lester Mascon

Absent: Mary Johnson

Unanimously Approved.

Due date:

Status: Completed

Documents

- Personnel Report_Agua Dulce 10.19.2021.pdf
-

4.2. Check Register

Motion: Susan Slates

Seconds: Lester Mascon

Absent: Mary Johnson

Unanimously Approved.

Due date:

Status: Completed

Documents

- iAD Payment Register 20211020.pdf
-

5. Discussion And Reports

5.1. School Director Report

Site Director report will be presented to the Board.

Lisa Latimer, Site Director, gave the Directors report and answered questions of the Board.

Amanda Fischer updated the Board on the schools new Crisis Go program.

Lester Mascon asks if we will be advertising this to the community. Eventually we will, but the program just started today.

Status: Completed

5.2. The iDEAL Process

Linda Krystek, iLEAD Support Provider, reported the iDEAL Process and answered questions of the Board.

Reflections will be shared with the Board in February and again at the end of the year.

Status: Completed

6. Action Items

6.1. 2020-2021 Unaudited Actuals



Request approval of the unaudited actuals as proposed for last schools year.

Kelly O'Brien, Support Provider, reported the Unaudited Actuals and answered questions of the Board.

Motion: Lester Mascon

Seconded: Kurt Knechtel

Absent: Mary Johnson

Unanimously approved.

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce Form Debt.pdf
 - Ilead agua dulce signed ua.pdf
-

6.2. ESSER III Expenditure Report

Request approval of required Expenditure Plan For ESSER III one time funding based on allowable expenditures.

Lara Durrell, iLEAD Support Provider presented the ESSER III Report and answered questions of the Board.

Lester Mascon requested a specific breakdown of how the money will be spent.

Motion: Susan Slates

Seconds: Kurt Knechtel

Absent: Mary Johnson

Unanimously Approved

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce 2021-22 ESSER III Expenditure Plan DRAFT.docx.pdf
-

6.3. AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements

Request approval of required Analysis of AB 361 Emergency Legislation regarding the ability of the Board and public to meet safely in person given measures to promote social distancing.

Kim Lytle, iLEAD Support Provider, reported the Emergency Legislation Regarding Brown Act and answered questions of the Board.

Board meetings must include a way for the public to join, be it zoom, teleconference or in person, for any action to be taken by the Board.

Motion: Lester Mascon

Second: Christine Johnson

Absent: Mary Johnson

Unanimously Approved.

Due date:



Status: Completed

Documents

- iLEAD AD - AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements.pdf
-

6.4. Revised Uniform Complaint Policy

Request approval of the Revised Uniform Complaint Policy to follow the legal requirements for public concerns to be addressed.

Kim Lytle, iLEAD Support Provider, reported the Revised Uniform Complaint Policy and answered questions of the Board.

Motion: Susan Slates

Second: Lester Mascon

Absent: Mary Johnson

Unanimously Approved.

Due date:

Status: Completed

Documents

- iLEAD Agua Dulce Uniform Complaint Policy.pdf
-

6.5. Equity Policy

Request approval of the Equity Policy which is required by the Federal Government due to the receipt of Federal Funding (Title I, Title II, Title IV)

Kim Lytle, iLEAD Support Provider, reported the Equity Policy and answered questions of the Board.

Motion: Susan Slates

Second: Kurt Knechtel

Absent: Mary Johnson

Unanimously approved.

Due date:

Status: Completed

Documents

- Equity Policy - iLEAD Agua Dulce.pdf
-

6.6. Revised - Independent Study Policy

Amanda Fischer, iLEAD Support Provider, presents the Independent Study Policy and answered questions of the Board.

Motion: Lester Mascon

Second: Susan Slates

Absent: Mary Johnson

Unanimously approved.



Due date:

Status: Completed

Documents

- iAD_ Independent Study Policy(5245720.1).pdf
-

7. Board Comments

7.1. Board Comments

Lester Mascon requested a review of the current mandates. Amanda Fischer, iLEAD Support Provider, reported that mandates have relaxed and it's just masking indoors and that school staff either be vaccinated or test weekly.

Lester requested that we tighten up our zoom meetings so that the public cannot chime in when they feel inclined to do so.

Kurt Knechtel asked what the current vaccine requirements are excluding Covid.

Amanda Fischer says only medical exemptions are allowed.

Amanda Fischer then gave an in depth report based off her most recent meeting that she attended. She explained that the Governor cannot execute a Covid vaccination mandate on his own, it has to be voted on and go through the legislative process. She offered to give a presentation for the Board any public interested.

Dr. Movsisyan, iLEAD High School Facilitator, reported that the recent WASC visit went very well.

Status: Completed

8. Closing Items

8.1. Next Meeting Date November 9th

Our next scheduled meeting is November 9, 2021 at 5PM.

The next meeting is November 9th at 5PM.

Status: Completed

8.2. Adjournment

The meeting was adjourned at 6:25PM.

Status: Completed

Company Name: iLEAD Agua Dulce
Report Name: Payment Register
Report Title 2: Mission Valley Bank
Footer Text: 10/21/2021-11/03/2021
Created On: 11/4/21
Location: 118--iLEAD Agua Dulce

Date	Vendor	Method	Amount	GL account/Account label	Memo
10/25/21	SOMM001--Bio Box Labs	EFT	354.45	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	MEMO000--Memoria Press [P]	EFT	78.33	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	AMAZ100--Amazon Capital Services (iCA)	EFT	145.25	4340--Office Supplies	iAD-Office Supplies
10/25/21	BLIC000--Blick Art Materials [P]	EFT	61.08	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	HONE000--Honest History Co	EFT	76.64	4335--Home Study Stipend	iAD-EMR-Curriculum
10/25/21	KIWI000--KIWICO [P]	EFT	423.66	4335--Home Study Stipend	iAD - EMR - Curriculum
10/25/21	GIRA000--Girard, Edwards, Stevens & Tucker LLP	EFT	2,086.20	5808--Professional Services -	iAD-SPED-Legal Bills
10/25/21	ILEAEXP--iLEAD Hybrid Exploration	EFT	15,969.76	5809--Professional Services -	iAD- Employee Leasing
10/25/21	LITT000--Little Passports [P]	EFT	536.37	4335--Home Study Stipend	iAD - EMR - Curriculum
10/27/21	ARTH000--First Insurance Funding	EFT	3,583.74	5410--Liability Insurance	Agua Dulce-4th Installment Acct# ILEASCH-02
10/27/21	RAIN000--Rainbow Resource Center Inc [P]	EFT	538.39	4335--Home Study Stipend	iAD - EMR - Curriculum
10/28/21	LOSA001--Los Angeles County Office of Education (LACOE)	Check 2086	24,399.57	9535--Retirement Liability	iAD STRS
10/29/21	LITT001--Little School of Music [S]	EFT	360.00	4335--Home Study Stipend	iAD - VCI - Curriculum
10/29/21	EVER004--EverWild LA [S]	EFT	154.00	4335--Home Study Stipend	iAD - VCI - Curriculum
10/29/21	SCHO009--School Pathways Holdings, LLC	EFT	2,092.93	5310--Professional Dues, Membe	iAD- Subscriptions
11/3/21	EAT2000--Eat2Explore, Inc	EFT	170.70	4335--Home Study Stipend	iAD-EMR-Curriculum
11/3/21	EDI118A--Southern California Edison 9069	EFT	5,570.99	5510--Utilities - Electricity	iAD- Acct#700386499069
11/3/21	WAS118A--Waste Management 3008	EFT	844.19	5540--Utilities - Trash	Service -11/01/21-11/30/21
11/3/21	MAKE000--Maker Learning Network	EFT	2,486.54	5801--Professional Services -	iAD- Service Fees
11/3/21	ILEA300--iLEAD California	EFT	4,046.50	5840--Operating Expenditures -	iAD- Cisco Renewal
11/3/21	FRES001--Fresh Start Healthy Meals, Inc.	EFT	8,894.60	4710--Vended Food Service	iAD-September Food Service
11/3/21	ILEA300--iLEAD California	EFT	121.15	5240--Professional Development	iAD-iCC1 Support Services
11/3/21	UPSF000--UPS	EFT	15.45	5940--Postage Expense	iAD- Postage
11/3/21	UPSF000--UPS	EFT	21.80	5940--Postage Expense	iAD- Postage
11/3/21	UPSF000--UPS	EFT	53.27	5940--Postage Expense	iAD- Postage
11/3/21	NATI001--Nationwide	EFT	27.30	3401--Health & Welfare Benefit	EE Benefits 09.21
11/3/21	HESS000--Hess and Associates Inc	EFT	472.50	9535--Retirement Liability	iAD- 1st quarter STRS and Annual Fee
11/3/21	AMAZ100--Amazon Capital Services (iCA)	EFT	319.10	4305--Educational Supplies (CI	iAD-Classroom Supplies
			\$ 73,904.46		



AB 361 Emergency Legislation Regarding Brown Act Meeting Requirements Board Approved:

Whereas, the Governor signed an Executive Order Suspending the Brown Act until October 1, 2021,

Whereas, the Governor signed Emergency Legislation AB 361 in September 2021,

Whereas, according to AB 361, the public charter school Board may take advantage of additional flexibility in teleconference meetings so long as the school complies with the following:

- The public has access via internet and/or telephone to the Board meeting and can provide public comment in some electronic form,
- The charter school uses its sound discretion and makes reasonable efforts to adhere, as closely as possible, to the other provisions of the Brown Act in order to maximize transparency and provide public access.

Whereas, AB 361 states that:

- If there is a state of emergency proclaimed by the Governor, the same suspension of teleconferencing rules apply, if either state or local officials have imposed or recommended measures to promote social distancing or, by Board vote a finding imminent risk to health or safety of attendees.

Whereas, SB 361 requires:

- The Board must provide means of how public comment will be available (internet/by phone);
- If a technical disruption occurs, no action can be taken; and
- No early requirement for public comment will be set into place and the Board shall allow for “real time” comments during full public comment period; and
- The Board makes a finding every 30 days to continue teleconferencing.

Therefore, based on the Board’s 30-day reconsideration of the current circumstances of the State of Emergency and situations of the State of Emergency continues to directly impact the ability of members to meet safely in person, and/or the State or local officials continue to impose or recommend measures to promote social distancing;

The Board has determined that it will hold its next meeting in a hybrid mode allowing Board Members and the public to attend the meetings in person using social distancing requirements or virtually given individual needs and choice of the attendee.

SPECIAL EDUCATION RESOURCE SHARING AGREEMENT

Board Approved:

This Special Education Resource Sharing Agreement (“**Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “**Party**” and collectively as the “**Parties**” to this Agreement: iLEAD California Charters 1 (“**iCA**”); iLEAD Agua Dulce (“**iAD**”); iLEAD Lancaster; iLEAD Online Charter School (“**iLEAD Online**”); Empower Generations (“**EG**”); and Santa Clarita Valley International (“**SCVi**”).

WHEREAS, iCA, iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi are each nonprofit that operates a California public charter school based on the iLEAD program.

WHEREAS pursuant to Education Code section 47641, the Parties are each a local educational agency (“**LEA**”) for purposes of special education as defined in Education Code section 47640.

WHEREAS, each Party participates in the El Dorado Charter Special Education Local Plan Area (“**SELPA**”) pursuant to the SELPA membership process and its SELPA Agreement for Participation (“**SELPA Participation Agreement**”).

WHEREAS, under each Party’s SELPA Participation Agreement:

- (a) the El Dorado County Office of Education is designated as the “responsible local agency” for the SELPA (i.e., the administrative entity) as set forth in Section 4 of the SELPA Participation Agreement;
- (b) the SELPA provides various policies, procedures, forms, coordination, training, reporting, and technical assistance services and supports to accomplish the goals of the local plan as set forth in Section 3 of the SELPA Participation Agreement; and
- (c) each Party is solely responsible for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, in order to provide special education programs and services to its eligible students enrolled in the LEA.

WHEREAS, each Party’s responsibilities include employing, or establishing appropriate contracts for the provision of, special education teachers, instructional aides, and other personnel necessary to conduct the program specified in the SELPA’s local plan, and in compliance with state and federal mandates.

WHEREAS, iCA, which currently operates the largest of the Parties’ charter schools, employs numerous personnel and houses other resources necessary for the provision of special education programs and services in conformance with the SELPA’s local plan and the state and federal mandates, such as a director of student support, coordinators, psychologists, speech and language pathologists, speech and language pathologist assistants, occupational therapists, certified occupational therapy assistants, physical therapists, deaf and hard of hearing specialists, adaptive physical education specialists, board-certified behavior analysts, and other related administrative support.

WHEREAS the Parties have determined that it is in each of their best interests to share these resources among them, so that iAD, iLEAD Lancaster, iLEAD Online, EG, and SCVi have access to the valuable, specialized personnel and other resources of iCA, so that all Parties achieve the cost savings and other scale benefits of sharing such resources, and in furtherance of each Party's goal to successfully implement special education programs and services at their iLEAD school.

WHEREAS, the law expressly permits the Parties to share these special education resources, in that Education Code section 56369 provides that an LEA may contract with another public agency to provide special education or related services to students with disabilities, and Education Code section 56195.1(e) provides that an LEA's membership in a SELPA does not limit the LEA's authority to contract for special education services with another LEA whether or not the LEAs are part of the same SELPA.

WHEREAS, because a charter school serving a larger number of students with disabilities requires more resources, the Parties seek to share costs for the special education services pro-rata based on the number of students with disabilities enrolled at each Party's respective school.

WHEREAS the Parties have also entered into a separate agreement to share other resources of iCA, including educational support functions, professional development, program assessment, human resources functions, leadership and board support, technology support systems, facility and operations support, bookkeeping, and accounting, budget development, and compliance and reporting (the "***General Resource Sharing Agreement***").

WHEREAS, the Parties understand and agree that the General Resource Sharing Agreement—and not this Agreement—includes the costs of the Director of Student Support, which position provides the following special education oversight services: (a) training, coaching, and support, and assistance monitoring Student Support programs; (b) assistance with monitoring data and fixing errors in Special Education Information System (SEIS) to ensure data is uploaded correctly into state system; and (c) assistance in communications with SELPA and legal counsel, and through due process and mediation.

WHEREAS, now, other than the Director of Student Support which is covered by the General Resource Sharing Agreement, the Parties seek to share the special education resources of iCA among them cooperatively and allocate costs among them according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties desire to, and hereby agree as follows:

1. Student Support Shared Resources. During the term of this Agreement, the Parties agree to share the iCA special education personnel and other resources necessary for the functions described in Attachment A (the "***Student Support Shared Resources***") in furtherance of each Party's provision of special education programs and services in conformance with the SELPA's local plan and the state and federal mandates, and in accordance with the cost allocation and payment provisions described in Sections 2 and 3 herein.

2. Cost Allocation. The Parties will share the actual costs incurred by iCA for the Student Support Shared Resources on a pro-rata calculation that is based on their enrollment of

students with disabilities who receive special education or related services through an individualized education program (“*IEP*”). On the last day of each month, iCA personnel will provide each Party a report identifying the special education students enrolled in the Party’s school as of the last day of the month. On or before the 5th of each month, each Party will review their respective report for accuracy and either provide their written approval to iCA or, if the report is incorrect, contact iCA to request a revised report. iCA will provide a revised report if supported by appropriate backup documentation. The approved reports will be used by iCA to calculate the pro-rata share of each Party by dividing the number of special education students enrolled at each Party’s school on the last day of the month by the total number of special education students enrolled at all of the Parties’ schools on the last day of the month. Each Party will provide access to reasonable backup documentation for the numbers in its approved report upon request from another Party.

3. Monthly Invoicing and Payment. On or before the 20th of each month, iCA will generate invoices for each Party for the previous month’s Student Support Shared Resources. Each invoice will include the total costs of the Student Support Shared Resources for the previous month and each Party’s pro-rata share based on the allocation described in Section 2 above. iCA will provide each Party access to reasonable backup documentation for such costs upon request. Each Party will submit payment to iCA for its pro-rata share of the costs of the Student Support Shared Resources within thirty (30) days after receipt of the monthly invoice. In the event a Party discovers an error in a previously approved report, such Party shall immediately inform iCA of the error, and iCA will perform a reconciliation, which iCA will endeavor to perform within sixty (60) days. Any amounts overpaid or underpaid by a Party will be reflected as credits or additional charges on all Parties’ next monthly invoice after iCA’s reconciliation.

4. Initial Deposit. Upon execution of this Agreement, each Party shall provide iCA a deposit of 10% of the estimated annual cost. The purpose of these deposits is to ensure iCA has the adequate cash flow to cover the costs of the Student Support Shared Resources. Upon termination of this Agreement pursuant to Section 10 herein, each Party’s deposit amount will be reflected as a credit on that Party’s final monthly statement. In the event a Party’s final monthly statement is less than that Party’s deposit amount, iCA will return any remaining deposit amount to the Party within sixty (60) days of termination.

5. Parties’ Responsibilities for Provision of FAPE and SELPA Participation Agreement. As an LEA, each Party retains ultimate authority and responsibility for the provision of a free appropriate public education (“*FAPE*”) as mandated by the Individuals with Disabilities Education Act (“*IDEA*”) and related California law to its enrolled eligible students. Each Party also retains ultimate authority and responsibility for all of the mandated activities set forth in Section 2 of the SELPA Participation Agreement, including ensuring that all required federal, state, and SELPA reports and data requests are submitted in the prescribed format and at the specified due date. iCA will provide each party the Student Support Shared Resources and support outlined in Section 7 herein. However, this shall not be construed in any way as an obligation or duty imposed on iCA to offer or provide a FAPE to eligible students enrolled in any LEA other than its own, nor a duty or obligation to make decisions regarding the educational programming of students enrolled in any LEA other than its own. As the responsible LEA for providing a FAPE to its eligible students, each Party must authorize any change in placement and/or services for its eligible students and shall agree to and be responsible for funding that placement and/or those services. Execution of this Agreement is in no way intended to be construed as shifting responsibility for a Party’s provision of a FAPE or compliance with its

SELPA Participation Agreement to iCA.

6. Parties' General Responsibilities. The Parties are each responsible for:

- a. Complying with all applicable federal and state statutes, laws, and regulations imposed on each Party as an LEA, as well as their duties and responsibilities under their SELPA Participation Agreement;
- b. Addressing any identified compliance gaps in a timely and responsible fashion;
- c. Ensuring that neither the Party nor its employees discriminate against iCA employees who are providing the Student Support Shared Resources on account of disability, race, color, religion, ethnic origin, age, gender, sexual orientation, or any other characteristic protected by law;
- d. Providing to iCA, and to the respective iCA employees who are providing services, in writing, copies of any campus or school-specific rules, policies, procedures, or standards of conduct applicable to iCA employees while providing services to the Party and its eligible students;
- e. Providing a safe and compliant working area for iCA employees, when it is necessary for iCA to be at a Party's learning studio or other location agreed upon by the Parties. iCA employees will provide services to each Party's eligible students at each Party's learning studio(s) or, if mutually agreed upon, at other locations that are required or convenient for the provision of special education programs and services;
- f. Promptly providing iCA all the necessary and accurate data, files, documents, and other information, records, and access that is necessary or appropriate for iCA to support each Party in successfully implementing its special education programs and services, including, but not limited to, IEPs, cumulative files, health records, and assessment reports, in compliance with and to the extent permitted by law;
- g. Ensuring appropriate LEA representatives attend and participate in Individualized Education Program ("IEP") meetings, SELPA meetings, and other meetings as necessary;
- h. Providing ongoing feedback to iCA regarding its provision of the Student Support Shared Resources;
- i. Continually improving its special education programs and services for eligible students by setting performance objectives, executing plans, and taking necessary corrective actions for any deficiencies identified by any and all internal or external compliance reviews;
- j. Immediately informing iCA of any investigation or inquiry by any federal, state, or local agency, including, but not limited to, the Fiscal Crisis Management and Assistance Team, the California Department of Education, or the United States Department of Education Office for Civil Rights, arising out of or in any way related to iCA's provision of the learner Support Shared Resources, and providing iCA a copy of any written correspondence related thereto; provided, however, that each Party, as the responsible LEA, retains ultimate responsibility for responding to, and addressing, any investigation,

audit, information request or other inquiry, concern or complaint regarding its special education programs and services, as well as handling disputes as they arise; and

k. Ensuring that any and all learner records conform to prescribed formats and that any and all financial books and records conform to generally accepted accounting principles and state reporting requirements. Records must be legible, reflect actual transactions and payments, and be accurate in all material respects. Records must be open to inspection by other Parties upon request and, as appropriate, with legitimate educational interest.

7. iCA General Responsibilities.

a. iCA is hereby designated to act on its own behalf and on behalf of all other Parties hereto to provide for and perform the functions described in Attachment A, including to employ such employees, engage service providers or other third parties as necessary, and incur other reasonable and necessary costs for the mutual advantage of the Parties.

b. iCA will provide the same quality of services for each Party's students as it does for its own students in performing the functions described in Attachment A. iCA will endeavor to accommodate all Parties' needs, provided that no Party shall be entitled to more than its fair share of iCA's time. iCA shall not be required to provide any Student Support Shared Resources pursuant to this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause outside iCA's reasonable control or would require iCA to violate applicable law or its charter.

c. When on a Party's school campus or other site, iCA employees shall be subject to such Party's general direction and iCA will comply with the Party's applicable policies and procedures (such as campus sign-in procedures) so long as such policies and procedures are provided to iCA in writing.

d. iCA will supervise and make all employment decisions with respect to iCA employees at its sole discretion, including all hiring, evaluation, termination, compensation, and benefits decisions. iCA shall have sole responsibility for compliance with state and federal income tax withholding, unemployment and disability insurance withholding and contributions, retirement benefits (e.g., California State Teachers' Retirement System, California Public Employees' Retirement System, etc.), social security tax withholding, and contributions, workers' compensation coverage, wage and hour obligations, and any other applicable employment law requirements for iCA's employees. Nothing in this Agreement shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other party.

e. In providing the Student Support Shared Resources, iCA will:

i. Provide the Student Support Shared Resources to all eligible students as requested by the Parties consistent with the IDEA and related state and federal laws, or immediately inform the relevant Party if it is unable to provide requested services;

ii. When iCA provides direct educational services to a Party's learner(s), iCA will assist the Party in drafting goals and objectives for review and consideration at the

learner(s)'s annual IEP meetings or other appropriate IEP team meetings.

iii. Cooperate and collaborate with each Party in making relevant personnel available to attend IEP team meetings and other meetings educationally necessary for eligible students, and participate in or conduct assessments of eligible students receiving services from iCA, as appropriate.

iv. Notify the relevant Party when it has reason to believe that an eligible learner may require an evaluation, reevaluation, different services, or an IEP team meeting.

v. When iCA provides direct educational services to a Party's learner(s), iCA will do so as described in the IEP of the eligible learner and will prepare all required reporting of learner progress on the IEP that iCA is implementing, including goal progress reports.

vi. Provide an eligible student's records to a requesting Party within five (5) calendar days to allow the requesting Party sufficient time to produce the records within statutory timelines.

vii. Ensure that all iCA personnel performing services under this Agreement hold all credentials and/or licenses required to perform the particular services, and provide copies of current credentials and/or licenses to the Parties upon request.

8. Due Process Proceedings and Complaints. Upon request from the responsible LEA, iCA will participate in alternative dispute resolution and/or special education due process proceedings concerning the services provided by iCA to eligible students pursuant to this Agreement. iCA will also participate in and support any Party in an investigation or reasonable information request, including those pertaining to any complaint filed with the State of California (e.g., California Department of Education, California Office of Administrative Hearings, etc.), the United States Department of Education Office for Civil Rights, or any other state and/or federal governmental body or agency, to the extent such investigation or request relates to services provided by iCA to eligible students pursuant to this Agreement. However, each Party, as the responsible LEA, retains ultimate responsibility for responding to and addressing any investigation, audit, information request, or other inquiry, concern, or complaint regarding its special education programs and services, as well as handling disputes as they arise. Each Party shall also be responsible for defending itself in any special education due process proceeding or investigation and paying any resulting costs, including but not limited to attorneys' fees, expert witness fees, other costs of litigation or other proceedings, and settlement amounts for such proceeding or investigation.

9. Nonpublic School/Agency Placement and Services. If an IEP team determine that a learner shall be placed at a nonpublic school (including placement at a residential treatment center) or receive services through a nonpublic agency, the relevant Party as the responsible LEA shall be responsible for selecting, contracting with, and overseeing the nonpublic school/agency and paying all costs associated with such placement.

10. Term and Termination. The term of this Agreement commences on July 1, 2020, and continues through June 30, 2021, and shall then automatically renew for consecutive one (1) year terms, unless and until earlier terminated as set forth in Section 10(a) or (b) herein and subject to

any amendments pursuant to Section 11 herein.

a. ***Termination by any Party other than iCA.*** Any Party other than iCA may terminate its participation in this Agreement for any reason upon sixty (60) days written notice to all Parties. Termination of participation by any Party shall not terminate the Agreement as to any other Party, nor relieve the terminating Party of any obligations incurred prior to the effective date of such termination. Following termination of a Party's participation, (i) the terminating Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the terminating Party will not be entitled to any of the Student Support Shared Resources, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the terminating Party as a party.

b. ***Termination by iCA.*** iCA may terminate this Agreement for any reason upon ninety (90) days' notice to all Parties. Additionally, iCA may terminate any other Party's participation in this Agreement in the case of a material or persistent breach by such Party of any one or more of the terms of this Agreement, which is not remedied within thirty (30) days after written notice is provided by iCA to the breaching Party. A copy of such written notice shall also be provided to all other Parties. Upon expiration of the thirty (30) day period without curing the breach or appropriate actions taken to commence curing the breach at the discretion of iCA, iCA may terminate the breaching Party's participation. Following termination of a breaching Party's participation, (i) the breaching Party will pay iCA any unpaid portion of its costs through the effective date of termination, (ii) the breaching Party will not be entitled to any of the Student Support Shared Resources, (iii) costs shall be allocated among the remaining Parties as set forth in Section 2, and (iv) this Agreement shall be amended to remove the breaching Party as a party.

11. Amendments. This Agreement may be amended as follows:

a. ***Changes to the Student Support Shared Resources.*** The Parties acknowledge and understand that the functions and resources iCA is able to share among the Parties may change from time to time. iCA will inform affected Parties of any changes to its capacity to provide the functions and resources described in Attachment A as soon as practicable and shall reflect such changes in writing by providing an amended Attachment A to all Parties. To the extent iCA's changes to Attachment A adds new functions or resources that would result in a substantial increase in costs, iCA will provide all Parties ninety (90) days' notice, which notice may be waived if all Parties agree that the additional services should start sooner.

b. ***Changes in the Law.*** In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, interpretation of law or regulation by an authorizer or regulator, or court or administrative decision or order materially affects the performance of any of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, after such good faith negotiations, the Parties are unable to agree upon an acceptable approach, the Agreement shall terminate for all Parties upon any Party's sixty (60) days written notice to the other Parties, or in such lesser time as is reasonable under the circumstances. Following termination, the Parties will pay iCA any unpaid portion of

their costs through the effective date of termination.

12. Work Product; Intellectual Property. Any work product that is created by iCA in the context of providing the functions described in Attachment A shall be the sole property of iCA. Any intellectual property owned by a Party and used by iCA related to the Student Support Shared Resources shall remain the sole property of that Party. Similarly, any intellectual property owned by iCA that is utilized as part of the Student Support Shared Resources, either by iCA or another Party, shall remain the sole property of iCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the property of another Party. Upon termination or expiration of this Agreement, the property of each Party in the possession of any other Party shall be returned and/or destroyed.

13. Confidentiality. Each Party acknowledges that during the term of this Agreement, it may have access to certain Confidential Information of the other Party(ies), as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Parties' Confidential Information.

a. ***“Confidential Information”*** means non-public information marked either “confidential” or “proprietary,” or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, learner information, and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to a law, statute, rule, or regulation (including a subpoena, a request made to a Party under the California Public Records Act, or another similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the applicable Party(ies) with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the applicable Party(ies) to seek a restraining order or other appropriate relief.

c. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

d. To the extent necessary and as permitted by law, iCA shall be designated as a “school official” with a legitimate educational interest in accessing each Party’s learner education records, as that term is defined by and for purposes of FERPA, thereby allowing iCA to access personally identifiable information from learner education records from each Party as part of its performance of the functions described in Attachment A. For purposes of this Agreement, the term “personally identifiable information” (***PII***) means any information that can be used on its own or with other information to (i) distinguish one

person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

e. iCA will not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the functions described in Attachment A, as required by law, or as otherwise authorized in writing by the applicable Party. iCA shall protect the pupil records it receives from or on behalf of another Party no less rigorously than it protects its own pupil records. In the event of an unauthorized disclosure of PII, iCA shall notify the affected Party(ies) as soon as practicable, and shall, upon the affected Party(ies)'s request, notify affected parents, legal guardians, and eligible pupils using reasonably available technological means such as electronic mail.

14. Learner Information. Each Party is responsible for its compliance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (“**FERPA**”), federal Children’s Online

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Privacy and Protection Act (15 U.S.C. §§ 6501–6506) (“**COPPA**”), and other applicable state and federal laws pertaining to learner information and privacy. In its provision of the Student Support Shared Resources to each Party, iCA is a “third party” that may receive pupil records under California Education Code Section 49073.1(d)(6).

15. Insurance. iCA shall maintain customary and reasonable insurance coverage necessary for the performance of the functions described in Attachment A, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. iCA shall name each Party as an additional insured under all of iCA’s policies. To the extent iCA incurs additional cost(s) for any enhancements necessary to its insurance policies to provide the Student Support Shared Resources to all Parties, such cost(s) may be allocated among the Parties according to Sections 2 and 3. Each Party shall be responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.

16. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party’s obligations under this Agreement.

17. Indemnification. Each Party shall defend, indemnify, and hold the other Parties, and their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys’ fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of its obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of another Party.

18. Fiduciary Obligations and Transparency. The governing body for each Party has reviewed this Agreement in good faith, and in a manner in which it believes to be in the best interests of its LEA, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the Agreement is in the best interests of the Party and that the cost allocation to be paid is fair and reasonable. Each Party will also ensure a fully executed copy of this Agreement is promptly available upon request by

any person, including the SELPA and such Party's respective independent financial auditor or charter authorizer.

19. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Parties. This Agreement shall be binding on and shall inure to the benefit of, the Parties and their respective successors and assigns.

20. Dispute Resolution and Arbitration. If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties shall first meet and confer informally in an attempt to resolve the issue, which can include a Party's right to seek dispute resolution through the SELPA should the SELPA agree to facilitate such a resolution. If reasonable efforts at informal resolution are unsuccessful, the Parties agree that such dispute or controversy will be submitted to private and confidential arbitration by a single neutral arbitrator through Judicial Arbitration and Mediation Services, Inc. ("JAMS") and that such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive, and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. The Party initiating the arbitration shall advance the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization. Otherwise, each Party involved in the arbitration shall bear their own costs of the arbitration proceeding or litigation to enforce this Agreement, including attorneys' fees and costs. Except where clearly prevented by the area in dispute, the Parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved, subject to the right to terminate this Agreement. Nothing in this Agreement is intended to prevent any party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

21. Notice. All notices, requests, demands, or other communications (collectively "**Notice**") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below

To: iLEAD California Charters 1
ATTN: Dawn Evenson
720 Sierra Highway, Suite
A Acton, CA 93510
dawn.evenson@ileadschools.org

To: iLEAD Agua Dulce
ATTN: Lisa Latimer
11311 Frascati Street,
Agua Dulce, CA 91390
lisa.latimer@ileadagudulce.org

To: iLEAD Lancaster

ATTN: Nykole Kent
254 E. Ave K-4
Lancaster, CA 93535
nykole.kent@ileadlancaster.org

To: Empower Generations
ATTN: Malaka Donovan
43301 Division Street, Unit 305
Lancaster, CA 93535
malaka.donovan@empowergeneration.org

To: Santa Clarita Valley International
ATTN: Martha Spansel Pellico/ Chad Powell
28060 Hasley Canyon Road

Castaic, CA 91384
director@scvi-k12.org
To: iLEAD Online Charter School
ATTN: Erin Jones

29477 The Old Road
Castaic, CA 91384
erin.jones@ileadschools.org

22. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

23. Applicability. As of the Effective Date, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations, and understandings of the Parties with respect to such subject matter.

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement. Each Party has been advised by or had the opportunity to seek advice from its independent counsel regarding this Agreement.

25. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

27. Governing Law. This Agreement shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

LEAD California Charters 1, a California
nonprofit public benefit corporation
CEO: Dawn Evenson
Signature:
Date:

Empower Generations, a California
nonprofit public benefit corporation
Director: Malaka Donovan
Signature:
Date:

iLEAD Agua Dulce, a California
nonprofit public benefit corporation
Director: Lisa Latimer
Signature:
Date:

Santa Clarita Valley International, a California
nonprofit public benefit corporation
Director: Martha Spansel-Pellico/ Chad Powell
Signature:
Date:

iLEAD Lancaster, a California nonprofit
public benefit corporation
Director: Nykole Kent
Signature:
Date:

iLEAD Online Charter School, a California
nonprofit public benefit corporation
Director: Erin Jones
Signature:
Date:

ATTACHMENT A

STUDENT SUPPORT SHARED RESOURCES

The Parties agree to share the following personnel and other resources of iCA to support the provision of special education programs and services, the costs of which shall be shared according to the cost allocation provisions in the Agreement:

DIRECT LEARNER SERVICES:

- Occupational Therapist(s): Conduct and review occupational therapy assessments, participate in IEP meetings, and provide direct services to learners who have occupational therapy as a related service under their IEP.
- Certified Occupational Therapy Assistant(s): Assist occupational therapists with assessments, clerical duties, and direct services to learners who have occupational therapy as a related service under their IEP.
- Adapted Physical Education Coach(es): Conduct and review adapted physical education assessments, participate in IEP meetings, and provide direct services to learners who have adapted physical education as a related service under their IEP.
- Deaf & Hard of Hearing Specialist(s): Conduct and review deaf and hard of hearing assessments, participate in IEP meetings, and provide direct services to learners who have deaf and hard of hearing as a related service under their IEP.
- Vision Therapy Specialist(s): Consult with the Student Support Team when students enroll that require vision therapy services and coordinate the provision of services to learners from outsourced vendors as necessary.
- School Psychologist(s): Conduct psycho-educational assessments, determine eligibility for special education services, and suggest strategies and supports for educational, academic, and behavioral needs.
- Speech/Language Pathologist(s): Assess, case manage, and coordinate IEP meetings for speech-only learners, supervise the Speech/Language Pathologist Assistants, and provide direct speech services to learners.
- Speech/Language Pathologist Assistant(s): Conduct speech therapy for learners with identified communication disorders, and assist the Speech/Language Pathologists with assessments and clerical duties.

Board Certified Behavior Analyst(s): Conduct functional behavioral assessments, participate in IEP meetings facing legal challenges, provide ongoing behavior support for staff and families, and create, review, and implement behavior intervention plans.

ADMINISTRATIVE AND OTHER SUPPORT:

- Regional Student Support Coordinator(s): Support in assessing learners for special

education or disability-related services and oversee the assessment process, support and assist the case management for students with IEPs, support in coordinating all IEP services and support staff, oversee the Child Find process, manage the special education information system and reports to help ensure appropriate timelines are met, oversee and support with legal compliance, support with the Performance Indicator Review process, support the Student Success Team and Section 504 Team processes at school sites, hold & attend weekly department meetings for student support staff along with offering office hours as necessary, hold and attend staff trainings, receive and support records requests and learner files, assist with recruiting and hiring special education staff, attend IEPs facing litigation as admin support, and other administrative support related to special education as reasonably requested. Offer and provide training as necessary. Interface with and attend SELPA meetings and training as required.

- Billing and Back Office Support: Track assistive technology and service hours and assist with billing and accounts payable.